

## MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 21, 2014

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

PRESENT: Gary Daly, Steve Turner, James W. "Bill" Latimer, and Ben Harrison.  
Absent: None. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by James W. "Bill" Latimer and seconded by Ben Harrison to approve the minutes of January 6 & 15, 2014.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Gary Daly to approve the following claims

1/03/14	Check # 26695 - 26728	\$ 746,398.10
1/10/14	Check # 26729 - 26814	\$ 780,069.21
1/17/14	Check # 26815 - 26867	<u>\$ 219,046.94</u>
	TOTAL	\$1,745,514.25

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Steve Turner to approve the following resolution for the Medical Reimbursement Plan.

### RESOLUTION

**WHEREAS**, the Limestone County Commission, in keeping with its policy of providing the best possible benefits to its employees, retirees, and elected officials has elected to provide a Medical Reimbursement Plan for the benefit of its employees, retirees, and elected officials;

**NOW, THEREFORE, BE IT RESOLVED** by the Limestone County Commission that a Medical Reimbursement Plan shall be, and hereby is adopted, according to the following terms and conditions:

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- (a) All employees, retirees, and elected officials of Limestone County as of December 31, 2013, shall be eligible to receive a one-time payment in the amount of \$250.00.
- (b) To obtain payment, each qualifying employee, retiree, and elected official shall submit to the Limestone County Commission, during the month of January, 2014, for payment in February, 2014, an affidavit stating the out of pocket expenses for medical, dental, drug or prescription medicine, or vision expenses, including co-pays, not paid or reimbursed by the insurance or other third-party payer; for the employee and/or family members has been equal to or exceeds \$250.00 during the year of 2013.
- (c) Each eligible employee, retiree, and elected official shall be reimbursed under the Medical Reimbursement Plan to the extent of \$250.00 on the basis of such statement of claim submitted.
- (d) Any eligible employee, retiree and elected official not having a total of \$250.00 in such expenses shall be reimbursed under this Plan to the extent of expenses claimed, and shall be compensated as additional wages for difference to the extent of \$250.00 total.

Notice of this Resolution and time to submit claims shall be forthwith distributed to all eligible county employees, retirees, and elected officials.

Adopted this 21<sup>st</sup> day of January, 2014

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Stanley Menefee, Chairman

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Gary Daly  
Commissioner District I

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James W. "Bill" Latimer  
Commissioner District III

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Steve Turner  
Commissioner District II

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Ben Harrison  
Commissioner District IV

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Ben Harrison to authorize the Chairman to execute the following Solid Waste Franchise Agreement with CCS Garbage.

### STATE OF ALABAMA LIMESTONE COUNTY

### SOLID WASTE FRANCHISE AGREEMENT

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THIS FRANCHISE AGREEMENT is made and entered into as of the 1<sup>st</sup> day of April, 2005, by and between LIMESTONE COUNTY, Alabama, (hereinafter called the "Grantor"), and CCS Garbage, Inc., (hereinafter called "Grantee").

WHEREAS, Grantor heretofore invited and received bids from interested persons for the collection and disposal of household solid waste generated within the unincorporated areas of Limestone County, Alabama, subject to the terms and provisions appearing in the Agreement;

WHEREAS, after reviewing the bids received, giving conditional approval upon review, and considering comments received at a public hearing relating to the same, the Limestone County Commission declared Grantee to be lowest responsible bidder and awarded the contract accordingly.

NOW, THEREFORE, in consideration of the premises and the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Grantor hereby grants and gives unto Grantee an exclusive franchise to collect and dispose of "solid wastes" (as such term is defined in the Solid Wastes Disposal Act, (Title 22-27-1, et seq. of the Code of Alabama) generated by residential producers within Limestone County, Alabama, excluding municipalities. The Grantee agrees to collect and dispose of the same in a good and workmanlike manner. The Grantee shall have no responsibility for the collection or disposal of hazardous waste or medical waste. The term "hazardous waste" as used herein shall mean waste in any amount which is defined, characterized or designated as hazardous or toxic by the United States Environmental Protection Agency or appropriate state agency pursuant to federal or state law, or waste which is regulated pursuant to federal or state law, or waste which is regulated pursuant to federal or state law in such a manner as to prohibit disposal of such wastes in a sanitary landfill without treatment or processing. For purposes hereof, the term "hazardous waste" shall also include items containing chlorofluorocarbon (CFCs) or freon gas.

2. The term of this exclusive franchise shall be for a period of three (3) years from the 1<sup>st</sup> day of April, 2014. This exclusive franchise may be renewed for successive terms of three years each upon the mutual written agreement by the Grantor and the Grantee executed prior to the end of the then current initial or renewal term, and if allowed by law.

3. The area to be served under this Franchise Agreement is Limestone County, excluding that within any municipality of Limestone County, Alabama, but including any municipality that requests service within its municipal limits in Limestone County.

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4. Residential customers can have a total of six (6) garbage cans and/or bags having volumes not greater than 32 gallons per can or bag and a weight not exceeding 40 pounds per can or bag. The Grantee may decline to collect any garbage exceeding the foregoing per residential customer on any collection day.

5. If allowed or permitted by law (at the time of execution of this agreement or at any time during the term of this agreement), all solid waste collected by Grantee pursuant to this Franchise Agreement shall be transported to the site designated by the Grantor.

6. Grantee agrees to provide the collection services required hereunder with suitable and adequate equipment manufactured for the primary purpose of collecting solid waste, and will utilize in the performance of this Agreement a minimum of five (5) large compaction vehicles for servicing the County on a daily basis and one (1) large compaction vehicle as spare or backup. All such equipment shall comply with the minimum standards and regulations of any federal, state or local governmental body or agency having jurisdiction over such equipment. Upon execution of this Agreement, and at such reasonable times thereafter as Grantor may request, Grantee shall furnish Grantor with a description of the equipment which the Grantee is then utilizing in the performance of this Agreement.

7. Grantee will at all times fully comply with all federal, state and local laws, ordinances and regulations governing Grantee's operations and equipment, including all rules and regulation of the State of Alabama Health Department, Alabama Department of Environmental Management, Limestone County Health Department, and Limestone County Commission. Grantee will obtain all licenses and permits required by law for the performance of services by Grantee hereunder.

8. Grantee is an independent contractor and will indemnify Grantor from and against all damages resulting from a willful or negligent act or omission of the Grantee, its agents and employees in the performance of solid waste collection services pursuant to this Franchise Agreement; provided, however, that the Grantee shall not be liable for any suits, actions, claims, damages, costs, expenses and attorneys' fees arising out of the award of this Franchise Agreement or a willful or negligent act or omission of the Grantor, its agents, servants or employees.

9. The Grantee will furnish a performance bond in the amount of One Hundred Thousand and No/100 (\$100,000.00) Dollars issued by a corporate surety licensed under the law of Alabama.

10. (a) For collection services required to be performed pursuant to this Franchise Agreement, the rate shall be \$10.75 per residential customer per month, subject to adjustment only in accordance with Section 10(b) or 10(c) below, and provided that there shall be no charge for any residential customers exempt from payment of charges by law, rule or regulation. For backdoor services provided by the

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Grantee, an additional charge in excess of such monthly rate will be negotiated between the Grantee and such residential customer prior to collection.

(b) In the event that the disposal fee (also commonly referred to as the tipping fee or the gate fee) at any disposal site in Limestone County, Alabama is increased during the term of this Franchise Agreement, the Grantor and Grantee shall negotiate an increase. Said increase shall not become effective until the first day of the calendar month next after approval by the Limestone County Commission.

(c) In the event that the Grantee believes fuel costs associated with its performance of its obligations herein have increased to an extent beyond that reasonably contemplated in making this Franchise Agreement, upon notice in writing to the Grantor, Grantor and Grantee shall negotiate an increase in the rate per customer set forth herein. If an increase is not agreed upon between Grantor and Grantee, said rate shall continue as set forth herein. In the event an increase is agreed upon, said increase shall not become effective until the first day of the calendar month next after approval by the Limestone County Commission

11. Grantor hereby retains all rights to any and all proceeds of any recyclable materials collected by Grantee in its performance of solid waste collection services pursuant to this Franchise Agreement. Grantee shall have no obligation to separate any recyclable materials from the solid waste collected or change or alter its manner of collection of solid waste. Title to all solid waste shall pass to the Grantee when placed in Grantee's collection vehicle.

12. In the event of disputes between Grantee and any residential customer, the same shall be arbitrated and finally settled by the Limestone County Health Department acting in good faith to both.

13. The Grantee shall at all times during the term of this Franchise Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage for the provisions of Section 8. All insurance shall be by insurers and for policy limits acceptable to the Grantor and before commencement of work hereunder the Grantee agrees to furnish the Grantor certificates of insurance or other evidence satisfactory to the Grantor to the effect that such insurance has been procured and is in force. Except for Employers Liability and Workmen's Compensation, the policies shall name the Grantor as additional insured. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given the certificate holder and the Limestone County Commission.

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The Grantee shall carry the following types of insurance in at least the limits specified below:

Workmen's Compensation	Statutory
Employer's Liability	\$500,000.00
Bodily Injury Liability Except Automobile	\$500,000.00 each occurrence or claim
Property Damage Liability Except Automobile	\$500,000.00 each occurrence or claim
Automobile Bodily Injury Liability	\$500,000.00 combined single limit per claim
Automobile Property Damage Liability	\$500,000.00 combined single limit per claim
Excess Umbrella Liability	\$500,000.00 each Per occurrence or claim

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self insurance acceptable to the Grantor and the required coverages may be provided by the Grantee's parent corporation or other entity closely associated with Grantee.

14. Nothing contained in this Franchise Agreement shall (a) prevent Grantee from contracting with other counties or municipalities for collection of solid waste in any area thereof; or (b) prevent a person, firm or corporation from personally disposing of its own trash, garbage or refuse, so long as said individual, firm or corporation shall dispose of such in a legal and lawful manner and in compliance with the laws, rules and regulations of the State of Alabama.

15. The Grantee shall have no right to assign, pledge or sublet this Franchise Agreement or sell its franchise without the prior written consent of Grantor.

16. Grantee shall see that its employees serve the public in a courteous, helpful and impartial manner and the Grantee will make every reasonable effort to provide a service of high quality and keep the number of legitimate complaints to a minimum.

17. (a) Grantee will provide a "toll free" telephone number for use by its residential customers and advise them of the number. An employee of Grantee shall be available to respond to customer telephone calls during all days and hours of garbage collection with answering machine or answering service provided at all other times.

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(b) Grantee shall notify affected residential customers of any route change that would serve the customer more than four hours earlier or four hours later, or that would change the day of collection. Notice shall be by direct customer contact or by newspaper advertisement in the Athens News Courier, Ardmore Shopper and Decatur Daily.

(c) Customers should be notified of holiday schedules at least a week prior to a holiday. If a route is serviced on a holiday, all of the garbage along such route shall be collected. Notice shall be by direct customer contact or by newspaper advertisement in the Athens News Courier, Ardmore Shopper, Decatur Daily and Huntsville Times.

(d) If there is any disagreement between grantee and residential customers over the placing or location of the garbage for collection, the Limestone County Health Department shall determine the collection location. After collection, Grantee shall leave garbage cans in racks if available, and in all events, off of the roadway and in a safe location, with cans without lids being placed with the opening to the ground.

(e) Grantee's collection vehicles shall not use oncoming traffic lanes to collect garbage and shall not enter private driveways without owner permission to collect garbage. All current and present collection using private driveways shall continue without interruption unless terminated by the property owner.

(f) Garbage collection shall not commence before 6:00 a.m. C.D.T.

(g) All residential customers and residential customer routes shall be serviced at least weekly, including customers who infrequently have garbage for collection. Grantee must service all residential customers on all county or other federal, state or local government maintained roads.

18. From time to time as requested by the Grantor, Grantee shall provide Grantor with information relating to tonnage of solid waste collected, number of households served, identification and condition of equipment and such other information relating to the performance of this Agreement and to solid waste collection generally in rural Limestone County as the Limestone County Commission may reasonably request.

19. At the sole option of the Grantor, this Franchise Agreement may be terminated for cause by the Grantor at the end of any month of service, if the Grantee has not cured a failure to perform after notice. Termination of this Franchise Agreement shall not terminate any and all legal and equitable rights of Grantor to recover damages caused by failure of Grantee to comply with any of the terms of this Franchise Agreement.

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In addition to the foregoing, this Agreement shall be subject to cancellations in accordance with and for the reasons stated in 22-27-5(a), Code of Alabama, 1975, in the event the Health Officer and Health Department concur that the Agreement is not in the best interest of the health, safety or welfare of the citizens residing in Limestone County.

In addition to the foregoing, this Agreement shall be subject to cancellation if same is determined, in whole or in part, to violate any law, rule or regulation of the State of Alabama or any agency thereof, or to be, in whole or in part, beyond or outside the authority of Grantor to make this Agreement.

In addition to the foregoing, this Agreement shall be subject to cancellation if Grantor determines or decides to establish its own garbage collection department or otherwise provide its own garbage collection or provide garbage collection in association with any other governmental entity.

20. All dealings, contacts, etc. between the Grantor and the Grantee shall be directed to the Grantor: Chairman at 310 Washington Street, Athens, AL 35611 and to the Grantee: CCS Garbage, Inc., at 15450 New Cut Rd, Athens, AL 35611. All notices given hereunder shall be delivered or mailed, certified or registered mail, return receipts requested, to the Grantor or the Grantee at the address specified above and shall be deemed to have been given when received by such party.

21. The Grantee shall not be liable for its failure to perform its duties hereunder if such failure is caused by a catastrophe, riot, war, governmental order or regulations, act of God or other similar or different contingency beyond the reasonable control of the Grantee.

22. Grantor has heretofore assisted in arrangements for garbage collection charges to residential customers to be billed and collected through the City of Athens Utility Department. Grantor will continue to assist in such manner and method of collection, but Grantor shall, in no event, be responsible to Grantee for collection of charges, nor shall Grantor have any obligation to pursue collection of delinquent accounts. The sole and only compensation to Grantee pursuant to this franchise agreement shall be from collected charges to residential customers.

**IN WITNESS WHEREOF**, Limestone County has caused this Franchise Agreement to be executed by Stanley Menefee, Chairman of the Limestone County Commission, who is thereunto duly authorized and Grantee has caused the same to be executed by its President, who is duly authorized, all as of the 1<sup>st</sup> day of April, 2014.

LIMESTONE COUNTY COMMISSION

Witness:

\_\_\_\_\_

By:

\_\_\_\_\_  
Stanley Menefee  
Chairman



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CCS Garbage, Inc.

By: \_\_\_\_\_  
Steve Gatlin  
President

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by James W. "Bill" Latimer to approve a budget revision for the Information Technology Department in the amount of \$22,000.00 for fiber optic cable at the temporary Courthouse building, Limestone County Archives, and the temporary locations for the District Attorney and Circuit Court Clerk.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Gary Daly and seconded by Steve Turner to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded To	Amount
2463	Pistol Permits Printed (Sheriff's Department)	Printers & Stationers, Inc.	\$ 469.00
2464	Tires for wheeled loader & motor grader	Kauffman Tire - Alabaster 20.5-25/R56 16 ply 14.00-24/G46 12 ply	\$ 915.00 \$ 335.00
2465	Tag Mail Notices Printed (License Commission)	IMS Enterprises	\$ 19,320.00
2466	Envelopes Printed (License Commission)	Currie Systems	\$ 2,988.00

The Chairman asked if there was any discussion. Commissioner Ben Harrison stated he has been in contact with ALDOT regarding legislation to purchase outside the State bid list if an item can be purchased at a lower price for a like item. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Gary Daly to employ Christopher Thompson as a Corrections Officer, pending drug and alcohol screening.

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Gary Daly to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Cody Lewter	Deputy	1/10/14
Maria Maples	Communications Officer	1/05/14
Donna Mattox	Title Clerk	1/04/14
Laura Then	Title Clerk	1/09/14
Andrew Vickers Jr.	Corrections Officer	1/03/14

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

Chairman Stanley Menefee called upon Tom Hill, President, Limestone County Economic Development, to present tax abatement documents for Nexus AG Holdings LLC and Alliance Steel South LLC. Mr. Hill stated Nexus AG Holdings LLC intends to purchase and develop the facility commonly referred to as Delphi Building Plant 22, located at 6275 Highway 31 South, and lease the Facility to Alliance Steel South LLC; which will acquire and install machinery and equipment at the Facility and operate the Facility as a metal service center. Mr. Hill stated if the Commission granted the abatement the companies would each receive an abatement of all Noneducational Ad Valorem Taxes. He said the estimated total investment of the industrial property would total \$10,880, 000, of which, Alliance intends to invest approximately \$5,380,000 in manufacturing equipment, nonmanufacturing equipment, and real property improvements and Nexus intends to invest approximately \$5,500,000 in real property and real property improvements. The estimated annual amount of the abated ad valorem taxes over a 10-year period, accounting for depreciation, is \$32,594 (\$13,894 attributable to Alliance and \$18,700 attributable to Nexus, for an estimated total over the life of the 10-year abetment period being \$325,941 with \$138,941 attributable to Alliance and \$187,000 attributable to Nexus). Mr. Hill explained that the Companies would each receive an abatement of all state and local Construction Related Transaction Taxes, except those local Construction Related Transaction Taxes levied for educational purposes or for capital improvement for education. Therefore, the estimated amount of abated sales and use tax is \$152,200, of which \$64,200 is attributable to Alliance and \$88,000 is attributable to Nexus. Alliance expects to initially employ 20 individuals with respect to the Project. In Year 1 Alliance expects to employ an additional 15 individuals; in Year 2 an additional 5 individuals; and in Year 3 an additional 5 individuals; however, these are only good faith estimates and shall not be binding on Alliance.

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**MOTION** was made by Gary Daly and seconded by James W. "Bill" Latimer to approve Tax Abatement for Alliance Steel South LLC and Nexus AG Holdings LLC.

The Chairman asked if there was any discussion.

Ben Harrison stated he felt it's wrong to use tax payer funds to fund economic development that the risk should be borne by the business and not the taxpayers. He said he does not have a problem providing infrastructure, but not subsidizing a project. He further stated that changes would need to be made at the federal level.

Gary Daly stated, "as long as the rules are the same, I'm in favor of doing what we have to do to get the business."

Bill Latimer expressed favor for the project stating that the County currently does not receive revenue from the site known as the former Plant 22 but stands to receive revenue from the two new companies at the expiration of the abatement.

Chairman Stanley Menefee stated that the agreement with Delphi was for 40 years and included the educational taxes, but school taxes would be paid with the abatement for the two new companies. Chairman Menefee commended Tom Hill for his efforts in bringing the project to Limestone County.

The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, nay. Motion carries.

**MOTION** was made by Steve Turner and seconded by James W. "Bill" Latimer to update the Cowford Campground Rules.

### **COWFORD CAMPGROUND RULES**

**January 9, 2014**

This facility is offered for your convenience and enjoyment. Continued, successful operation of this park depends upon your cooperation and compliance with the following rules and regulations. The Park is located on Federal property and is patrolled by the Limestone County Sheriff's Department and Athens Police Department, as well as TVA Security.

1. All fees must be paid in advance; there are no refunds for early departure. If rent is past due, late fees of \$5 per day will be added to rent. Camping is permitted at designated areas only. No tent camping. Only one camping unit per site. Rates are based on family units. No more than eight (8) people, including visitors, are allowed at each campsite without approval.

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2. Normal length of stay is thirty (30) consecutive days on any one campsite, especially popular riverfront lots. Extension of stay is at the discretion of the campground management. 50% of our non riverfront lots are seasonal. We close for 2 weeks in December.
3. Quiet hours are enforced from 11:00 p.m. – 7:00 a.m. Excessive noise, loud music, and public drunkenness are prohibited. No barking dogs.
4. Pets must be kept inside or on a leash. No attack dogs allowed such as pit bulls. No more than two dogs per camper and pet waste must be discarded. Do not tie dogs outside. No pets allowed in laundry room. Keep pets on your lot.
5. A maximum of three (3) vehicles may park at each campsite. Boat trailers are counted as vehicles, as well as motorcycles and PWC's. Parked vehicles must not hinder traffic flow or create a safety problem. Motorized vehicles are to be used for transportation only – NOT RECREATION. Golf cart operators must have lights after dark. (NO 4-Wheelers.) Boats tied to pier overnight are in violation of rules.
6. We have sewer on all sites except lots one (1) and ten (10), and if needed, we have a dumping station.
7. Do not cut or damage trees. No clothes lines, no yard ornaments or exposed wires on campsite that could be cut by mowing grass. Appliances such as refrigerators must be kept inside. Decorative lights are limited to camper. Do not hang decorative lights on the trees or attach to trees.
8. Must be 18 years of age to rent a campsite, children must be under adult supervision and for your child's safety. NO bicycles after dark.
9. Campers are responsible for their own garbage. A dumpster is located in the park. Please keep lots clean. Camp host will post a warning if lot is unacceptable. Campers must be keep area neat. No decks or permanent structures. Handicap steps must be approved.

RATES: Lots with sewer--\$19.00 per day--\$120.00 per week--\$320.00 per month. 5% Lodging Tax applied. 10% discount for seniors 62 and over except on waterfront.

Emergency numbers: 256-349-6212 weekdays and 256-434-0174 weekends.

CAMPERS VIOLATING THESE PROCEDURES SHALL BE SUBJECT TO IMMEDIATE REMOVAL FROM THE CAMPGROUND AND ITS PREMISES, AND BE FURTHER SUBJECT TO DENIAL OF FUTURE USE OF THE CAMPGROUND AND ITS PREMISES, WHETHER SUCH FUTURE USE BE AS A RENTER OR GUEST OF A RENTER, OR OTHERWISE.

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Gary Daly and seconded by James W. "Bill" Latimer to sell a 2006 International Bucket Truck (Inventory # 910300, Serial # 1HTMPAFL46H304918) to the Town of Ardmore in the amount of \$18,000.00, to be paid in three installments.

The Chairman asked if there was any discussion. Commissioner Gary Daly stated he is selling the bucket truck for what he gave for it several years ago. He said Ardmore needs the truck, but District 1 can borrow it if needed. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by James W. "Bill" Latimer to transfer the following inventory items:

Transferred from	Transferred to	Item	Inventory #
Revenue Comm.	EMA	Motion Computing LE 1700 Tablet	18171
Revenue Comm.	EMA	Motion Computing LE 1700 Tablet	18172
Revenue Comm.	EMA	Motion Computing LE 1700 Tablet	18173
Revenue Comm.	EMA	Motion Computing LE 1700 Tablet	18174
Revenue Comm.	EMA	Motion Computing LE 1700 Tablet	18175
EMA	District 4	Dell Optiplex 780 & Monitor	1081
EMA	Information Tech.	Audio System (Matrix Switch)	4948

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by James W. "Bill" Latimer to remove the following item from inventory:

Department	Item	Inventory #
District 4	Dell Optiplex 755	4546

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

Chairman Menefee announced the following Public Hearing: Limestone County Commission will conduct a public hearing to solicit public comment concerning the

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County's Solid Waste Management Plan (SWMP or Plan) on **Monday, February 3, 2014 at 10:00 AM** at the Limestone County Clinton Street Annex, 100 Clinton Street, Athens, AL, as required by the Alabama Solid Wastes & Recyclable Materials Management Act (SWRMMA), Code of Alabama 1975, §22-27-47.

Recessed at 10:18 a.m. until 10:00 a.m. on Wednesday, January 29, 2014, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.